

MELCHER - DALLAS CSD / AFSCME (MIXED) 07-08

**AGREEMENT**  
**BETWEEN**  
**MELCHER-DALLAS COMMUNITY SCHOOL DISTRICT**  
**AND**  
**AFSCME, LOCAL 1795**  
**2007-2008**

## TABLE OF CONTENTS

Article 1: Preamble.....	2
Article 2: Definition.....	2
Article 3: Dues Deduction.....	2
Article 4: Grievance Procedure.....	3
Article 5: Seniority.....	4
Article 6: Transfers.....	5
Article 7: Staff Reduction.....	5
Article 8: Hours of Work.....	6
Article 9: Vacation.....	6
Article 10: Holidays.....	7
Article 11: Leave of Absence.....	8
Article 12: Insurance.....	9
Article 13: Miscellaneous.....	10
Article 14: Wages.....	11
Article 15: Duration.....	13
Appendix A: Individual Pay Rates.....	14
Appendix B: Substitute and Supplemental Rates.....	15

### Article 1: Preamble

The Melcher-Dallas Community School District and AFSCME, Local 1795 agree as follows:

### Article 2: Definitions

- A. The term "Board" or "Employer" or "District" as used in this agreement shall mean the Melcher-Dallas Community School District as governed by its Board of Education, its authorized representatives, or its authorized agents.
- B. The term "AFSCME", or the "Union" as used in this agreement shall mean AFSCME Local 1795 as certified by the Iowa Public Employment Relations Board (PERB), its authorized representatives, or its authorized agents.
- C. The term "Employee" as used in this agreement shall mean all employees in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB) on November 29, 1993, Case no. 4961. The job titles listed in the certification are Head Cook, Dishwasher, Cook, Custodian, Bus Driver, Special Education Driver, Library Aide, Study Hall Aide, Office Aide and Special Education Aide.
- D. Regular full-time employees are defined as employees who are regularly assigned and employed for a minimum of nine (9) months per year for not less than thirty (30) hours per week. Employees whose hours increase during the school year to be not less than 30 hours per week for four consecutive weeks shall be considered full time through the summer for purposes of health insurance eligibility, unless the employer has concrete information that he/she will not maintain these hours for the rest of the school year.

### Article 3: Dues Deduction

- A. An employee may sign and deliver to the Board Secretary authorization for payroll deduction of Union dues. The Union agrees to inform its members of the voluntary procedure for dues deduction authorization or revocation thereof. The authorization form shall be designed by the Union and shall be revocable upon thirty (30) days notice, and expenses for producing and distribution the forms shall be borne by the Union.  
Each December, after the District supplies the Union with a current list of employees, their hourly wage, and their weekly hours of work, the Union agrees to provide the Employer with a list showing what each individual's monthly dues deduction shall be, effective the following January.
- B. The Board agrees, pursuant to timely receipt of the dues deduction authorization to deduct monthly dues from regular paychecks and remit same promptly to the Union. The amount will be established by the Union.

- C. The Union agrees to indemnify and hold harmless the District, the Board, each individual Board Member, and all administrators and employees against all claims, suits or other forms of liability arising out of the provisions in this agreement between the parties for dues deductions.
- D. The local Union may, at its discretion and on non paid time, make presentations to all employees. One of the times will be during the orientation sessions at the beginning of the school year.
- E. An employee may sign and deliver to the Board Secretary authorization for deduction of contribution to the AFSCME-PEOPLE Fund. The Union agrees to inform its members of the voluntary procedure for PEOPLE deduction authorization or revocation. The authorization form shall be designed by the Union and shall be revocable upon 30 days written notice. Expenses for producing and distributing this form shall be borne by the Union.
- F. Union Security Provisions-In the event enhanced union security provisions-the collection of fair share or agency shop fees from a bargaining unit members who are not members of the Union-become authorized by State law, the parties agree to implement these enhanced union security provisions within (90) days of the effective date of the legislation.

#### Article 4: Grievance Procedures

- A. A "Grievance" shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this agreement.
- B. Each employee or the Union shall have the right to present grievances in accordance with these procedures.
- C. The failure of an employee or the Union to act on any grievance within the prescribed time limit shall act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.
- D. First Step. An attempt may be made by the employee or Union representative to informally discuss an alleged violation of the contract with the immediate supervisor. If the grievance is not resolved informally, the aggrieved employee or the Union representative shall file a grievance in writing with the immediate supervisor within five (5) work days following the occurrence of the event giving rise to the grievance. The immediate supervisor shall schedule a meeting with the employee grievant or Union representative to be held within five (5) work days of receipt of the grievance. The immediate supervisor shall respond in writing to the grievance within ten (10) work days after receipt of the grievance or after the meeting, whichever is later.

- E. Second Step. If the grievance is not resolved at the first step, the aggrieved employee or the Union representative may submit the grievance in writing to the Superintendent within five (5) work days following receipt of the first step response. The Superintendent shall schedule a meeting with the grievant or Union representative to be held within five (5) work days of receipt of the grievance. The Superintendent shall respond in writing to the grievance within ten (10) work days after receipt of the grievance or after the meeting, whichever is later.
- F. Third Step. In the event a grievance has not been resolved at the second step, the aggrieved employee and the Union or in the case of a Union grievance, the Union independently may submit a request in writing to the Superintendent within twenty (20) work days of the date of decision at the Second Step for the selection of an arbitrator to hear the grievance. The parties may try to agree upon an arbitrator. If they can not agree, then either party may request the PERB to submit a list of seven (7) arbitrators from which each party will alternately strike three (3) names and the remaining listed person shall serve as the arbitrator.
- G. The arbitrator shall render a binding decision within a reasonable period of time and within thirty (30) days if possible.
- H. The arbitrator in the decision shall not amend, modify, nullify, ignore or add to the provisions of the agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented for arbitration by the District and the Union, and the decision must be based solely and only upon the interpretation of the meaning and application of the express, relevant language of the agreement.
- I. The cost of the arbitrator and the expense of the hearing shall be borne equally by the parties. Expenses incurred by a party in the preparation or presentation of the case shall be solely the expense of that party.
- J. In the event that a grievance should arise during or should be processed into summer vacation, "work days" shall be construed as week days, Monday through Friday.

#### Article 5: Seniority

- A. Definition. Seniority shall mean "length of continuous service in the District from the first day on the job as a classified employee". Seniority shall not be broken and shall accrue during approved leaves of absence. Ties shall be broken according to the last four (4) digits of the employee's Social Security Number with the highest number receiving the highest rank.
- B. Seniority List. The employer will annually prepare and post a seniority list.

### Article 6: Transfers

- A. Definition. A transfer shall be defined to mean the movement from one position to another vacant position.
- B. Posting. When a vacancy exists and the Board desires to fill it, it will be posted for five (5) work days (weekdays, Monday through Friday during summer vacation). Postings during the summer will also be sent to Union designee.
- C. Selection. The senior employee making application shall be assigned to fill the vacancy or newly created position if he/she has the ability, qualification, and skills to perform the work, as determined by the employer. When the job is reclassified, it will be posted as newly created position and will be posted as per paragraph B in this Article.
- D. If the Employer requests the transfer, the transferring employee's wages remain the same, unless the starting wage for that position is higher. If the employee requests the transfer, the wage shall be determined by the employer, but in no case shall an employee's wages be reduced by more than 10%, or no lower than the starting wage for that position.

### Article 7: Staff Reduction

The Board, for any reason, may determine that it is necessary to reduce staff. If employees are laid off, the Board will observe the following procedures:

- A. Notification. The Employer will give the employee affected thirty (30) days written notice of an impending staff reduction.
- B. Layoff Procedure
  - 1. The Employer will first utilize known attrition within a job classification.
  - 2. The Employer will next layoff the least senior employee within a job classification. That employee may use his/her seniority to bump and employee with less seniority from a position for which he/she is qualified. The affected employee shall have the same rights to bump into a position for which he/she is qualified.
- C. Job Classifications

Job classifications for purposes of staff reduction are as follows: Head Cook, dishwasher, cook, high school maintenance, custodians (other), regular bus drivers, special education drivers, special education aides per position (each position is a separate job classification for this purpose), aides (other K-6), aides (other 7-12).

D. Recall

An employee laid off pursuant to this Article shall have recall rights for a period of two years to the job classification from which reduced. A laid off employee shall keep a current mailing address on file in the office of the Superintendent. Notice of recall will be mailed by certified mail, return receipt requested to the last known address of the employee on file. Failure of the employee to report for work or affirmatively respond within seven days of mailing waives the employee's right of recall. If recalled, an employee will be re-vested with unused accumulated sick leave and seniority accrued at the date of layoff.

Article 8: Hours of Work

- A. Lunch. Custodians employed for an eight (8) hour day shall be scheduled a thirty (30) minute unpaid lunch daily. Aides and cooks working six (6) or more hours a day will have a lunch period scheduled by the employer.
- B. Work Week. The work week shall extend from 12:00 a.m. Sunday to 11:59 p.m. Saturday.
- C. Overtime/Comp. Time. The Employer will accord employees compensatory time or overtime pay at time and half for hours worked beyond forty (40) hours in the defined work week. The employee may choose overtime pay or comp. time. Overtime worked must be preapproved by the employee's supervisor. Unused comp time will be paid out at the end of the fiscal year (June 30).
- D. Call Back Pay. If an employee is called back to work after the employee's work shift ends, the employee will be allowed to record twice the time worked with a minimum of one hour.
- E. A person who is scheduled to work a specified number of hours but works more, upon approval from the Superintendent, than the specified number of hours shall receive all leave accumulations per month for the actual hours worked including holidays and other benefits that may be allowed under the contract.

Article 9: Vacation

- A. All regular, 12 month full-time custodial employees shall be accorded vacation according to the following schedule: After the first year of employment, ten (10) days; after the fifth year of employment, fifteen (15); after twenty years of employment twenty (20) days.

- B. Vacation Scheduling. Vacation must be requested and scheduled with the Superintendent's approval. Vacations will normally be taken during June and July.
- C. Vacation pay will be paid at the straight time hourly rate of pay.
- D. Vacation will continue to accrue during any paid leave of absence. Vacation will not accrue while on any unpaid leave of absence.
- E. Vacation can be taken two (2) hours at a time as long as it is approved.
- F. Upon termination, resignation or retirement the employee will be paid out for the vacation balance remaining or accrued to that point. In the event of death the employee's estate shall be paid the balance of vacation.
- G. If a holiday falls during a vacation period, then the day shall be counted as a holiday.
- H. Vacation may not carryover from year to year without the Superintendent's approval.

#### Article 10: Holidays

- A. Eligibility. Employees will be accorded the following paid holidays: Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. President's Day and Monday after Easter Day will be floating holidays designated by the School Board's calendar. Memorial Day will be added to the list of holidays if school is in session on or beyond Memorial Day or if employees are required to work on or beyond Memorial Day. 12-month regular full-time employees will also receive the following paid holidays: Memorial Day and Independence Day.
- B. Unpaid Holidays. The following unpaid holidays will be observed: Thanksgiving Friday, Christmas Eve Day, New Year's Eve day, and Good Friday.
- C. Holiday Pay and Observance. If the holiday falls on a Saturday or Sunday, an alternate holiday will be designated for the holiday to be observed by the employer. If the paid holiday falls on a day that the employees are normally scheduled to work, pay will be at the straight time hourly rate for hours normally scheduled. If the paid holiday falls on a normal day off, the employee will receive straight time pay for the hours normally scheduled for the alternated day designated for observance of the holiday. Employees are not eligible for holiday pay during an unpaid leave of absence.

#### Article 11: Leave of Absence

- A. One half of all leaves listed below shall be provided each semester for first year employees.
- B. Employees shall be eligible for sick leave for personal illness, injury or other medically related disability (and including medical appointments) according to the following schedule: First year of employment – eleven (11) days, Second year of employment – twelve (12) days, Third year of employment – thirteen (13) days, Fourth year of employment – fourteen (14) days, Fifth year of employment – fifteen (15) days, Sixth and subsequent years of employment – sixteen (16) days.
- C. The above amount shall apply only to consecutive years of employment and unused portions of sick leave inclusive of the current year's allotment shall be accumulative to a maximum of one hundred twenty (120) days. Employees who have an accumulation of one hundred twenty (120) sick leave days shall have an additional sixteen (16) days to use during the current year, but the maximum accumulation to carry over reverts to one hundred twenty (120) days as of June 30 each school year.
- D. Sick leave will be prorated for part-time employees. An employee changing from part-time to full-time status will have sick leave accumulation adjusted to reflect the changed status.
- E. The District reserves the right to require such reasonable evidence as it may desire confirming the necessity for the use of sick leave.
- F. An employee requesting absence from work due to illness, injury or other medically related disability shall contact his/her immediate supervisor as soon as the reason for such absence is known.
- G. Sick leave will be administered to the nearest one hour.
- H. Bereavement Leave.
  - i. Paid bereavement leave not to exceed five (5) days per occurrence shall be granted to an employee in the case of a death in the immediate family for absence with funeral attendance. The Superintendent has the discretion under unusual circumstance to extend bereavement leave. In the event of such an extension, leave will be paid but with a 44% reduction.
  - ii. Immediate family shall be defined as follows: parent, child, wife, husband, brother, sister, grandparent, grandchild, mother in-law, father in-law, daughter in-law, son in-law, step parent, step child, step brother, step sister, brother in-law and sister in-law.
  - iii. Two (2) paid days of leave per year may be granted to an employee to attend the funeral for someone other than those previously designated.

- I. Immediate Family Leave. Five (5) days of leave per year may be granted by the Employer to an employee for serious illness in the employee's immediate family that shall include spouse, child, parent, or a member of the household. Serious illness will be considered hospitalization, outpatient surgery, or an illness requiring the employee's presence. For the first two (2) days of immediate family illness leave taken, the Employee will receive full pay from the Employer. For each of the other three days taken, the employee **may use sick days** or shall have the cost of a substitute teacher deducted from his/her pay. A doctor's statement attesting to the seriousness of the illness or injury and the need for the employee to be present may be requested by the Employer and shall be furnished by the employee, within five (5) school days of the employee's return.
- J. Personal Leave. Employees will be granted three days of personal leave per year. Personal leave will not be allowed for the day immediately before a holiday or the last day of the contract year. For any of the three days, the building principal must be notified a minimum of two days in advance except in the case of an emergency.
- K. Jury Duty Leave. Any employee called for jury service shall be granted time off from work for such service with the District paying the employee and the employee remitting the compensation for jury service to the District.
- L. Unpaid Leave. The Superintendent may discretionary grant unpaid leave upon request.
- M. All leave in this article may be taken in one-quarter, one half, or full day increments.
- N. If an employee has either vacation or a personal day scheduled and he/she take sick leave or bereavement leave on this day, the vacation or personal day shall be added back onto the employee's accrual balance.

#### Article 12: Insurance

- A. A regular full-time employee\* is eligible for single health insurance, under a Health Savings Account (HSA) or Health Retirement Account (HRA). The health plan will have an out-of-pocket maximum of \$2,850.00 per year for single and \$5,600.00 per year for family. The employer will pay the cost of the single premium less \$.05 per month, and \$150.00 per month to the family plan if elected by such eligible employee. In addition, the employer will contribute \$195.83 per month for single, or \$425.00 per month for family employee's HSA or HRA. The employee's out-of-pocket maximum, with HSA or HRA, will be \$500.00 per year.

- B. The District will pay for a \$30,000 term life insurance policy for regular full-time employees\*.
- C. The District will also provide a long term disability policy for regular full-time employees\*.
- D. HOSPITAL, SURGICAL, MEDICAL INSURANCE CARRIER – The hospital, surgical, medical insurance carrier for the current year may be Coventry. The employer has the option of selecting another insurance carrier. However if this is done, the Association will be presented with evidence that the coverage provided will be same as the minimum in each of the specifications provided for in the insurance coverage in effect during the current master contract. Both parties must mutually agree to change coverage if either party requests this to be done.
- E. Employee eligibility for insurance coverage under paragraph A-C and participation in such coverage is strictly subject to any and all employee eligibility requirements and all coverage exceptions and exclusions as defined in the insurance policies by the carrier.
- F. Regular full-time employees\* may also participate in any District section 125 plan allowing salary reduction for certain benefits on a pre-tax basis. Such participation shall be subject to all eligibility and other requirements of the plan.

(\*Note: see definition at Article 2D).

#### Article 13: Miscellaneous

- A. Mileage Reimbursement. Employees who are assigned to out of District travel and if not provided with a school vehicle for such travel, shall be reimbursed \$.28 per mile for such travel assigned.
- B. Physicals. Employer required physicals, after the initial physical at the time of employment, shall be reimbursed to the extent not covered by insurance by the employer to a maximum of \$50.00. Employer required physicals for those employees who are required by the state of Iowa to have a yearly physical exam as a stipulation for receiving their bus permit shall be fully reimbursed by the employer to the eligible employees. The employer will reimburse only for the physical that is required by law or administrative rule. Additional test, consultations, lab work, etc. incurred during the physical exam will not be expenses reimbursed to the employee by the employer.

- C. Training. If the district requests that an employee participate in a training program, the employee shall be reimbursed for travel (consistent with paragraph A), meals (not to exceed \$4.00 for breakfast, \$5.00 for lunch, and \$7.00 for dinner) and lodging at a preapproved location. Employees attending training programs will be paid the bus driver activity rate for hours of actual participation in the training program and for travel time to training, with round trip travel time being a minimum of one hour.
- D. Bus drivers shall be reimbursed for meals on activity trips if the trip extends over a normal mealtime and a meal is not provided. Reimbursement will be limited to not exceed \$5.00 for lunch and \$7.00 for dinner.
- E. All employees' evaluations are to be fair and accurate. An employee who has been evaluated has the right to grieve all evaluation, including the right to challenge all evaluations as unfair, unjust or inaccurate through the grievance procedure set forth in the contract. Evaluation of employees by the employer shall not be limited in any way throughout the year. The Employer may evaluate through general observation, other written methods, verbal communications or other methods or a combination of methods the Employer so chooses.

#### Article 14: Wages

- A. Starting Rates: Starting rates shall be:
 

Head Cook	\$7.85
Dishwasher	\$7.25
Cook	\$7.25
Custodian	\$7.25
Bus Driver	\$45.48 per day
Special Ed Driver	\$8.88
Library Aide	\$7.25
Study Hall Aide	\$7.25
Office Aide	\$7.25
Special Education Aide	\$7.25

The employer may discretionary exceed designated starting rates.
- B. Continuing employees shall be paid according to schedule A, incorporated herein by reference.
- C. The bus driving activity trip rate shall be \$9.43 per hour.
- D. Summer swim lessons trip rate shall be \$24.39 per day.
- E. Any driver removed from a regular route to perform duties for a field trip shall receive regular pay minus one (1) hour of activity pay.

- F. Two percent attendance bonus. The bonus will be 2% of your salary based on normal hours. Ten percent of the bonus will be subtracted for each day missed. If you miss ten (10) days or more you will not receive the bonus. Jury duty and bereavement leave are not included in the attendance bonus.
- G. Pay Period. Each employee shall be paid in twelve (12) installments on the 15<sup>th</sup> of each month.
- H. When an employee is scheduled to work at the employer's request for less than one hour, he/she shall be paid a minimum one (1) hour's pay.
- I. In the event of a late start or early dismissal, employees shall be paid for the entire day.
- J. Those successfully finishing the para-professional training program will receive a one-time \$.50 per hour increase in pay. This will begin only at the start of each school year and the office must be notified by August 1<sup>st</sup> of that year of the successful completion of the program.

Article 15: Duration

This agreement shall be effective beginning July 1, 2007 and shall continue in full force and effect until its expiration on June 30, 2008.

In commemoration of their agreement, the parties hereto set their hands on the dates below set out.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative  
AFSCME LOCAL 1795

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative  
Melcher-Dallas Community  
School District

## Appendix A

<b>Staff</b>	<b>Duties</b>	<b>Hrly salary</b>	<b>Hours</b>	<b>Yearly Salary</b>
Stan Bingham	Maintenance	\$ 9.02	300	\$ 2,706.62
	Special Education Driving	\$ 11.35	30	\$ 340.5
Hope Bennett	One-on-one sp ed aide	\$ 6.20	6.75	\$ 8,429.74
Kim Brown	custodian pt	\$ 7.01	4	\$ 5,280.66
Herold Butrum	Special Ed driver	\$ 9.40	4	\$ 6,954.52
Angie Collins	Elem Cook	\$ 8.31	7	\$ 10,762.59
Tonya Cooper	7-12 Aide Other	\$ 6.87	6.75	\$ 9,155.28
Tami Counts	One-on-one sp ed aide	\$ 6.87	6.5	\$ 8,816.20
	Special Ed driver	\$ 9.40	2	\$ 3,477.26
Barb Damon	7-12 Aide Other	\$ 8.59	7	\$ 11,120.63
	Office	\$ 8.59	1	\$ 1,588.66
Claire Dittmer 22.38	Bus Driver \$9.43 (activity only)	\$ 47.51	4	\$ 8,789.01
Terri Franklin	One-on-one sp ed aide	\$ 6.83	6.75	\$ 8,802.48
Colene Greubel	Bus Driver \$9.43 (activity only)	\$ 54.05	4	\$ 9,999.47
	K-6 Aide Other	\$ 7.49	5	\$ 7,170.82
	Sp ed driver	\$ 9.40	1	\$ 1,738.63
Bob Greubel	Bus Driver \$9.43 (activity only)	\$ 54.05	4	\$ 9,999.47
Sondra Hayes	cook	\$ 6.83	2.5	\$ 3,260.18
Teresa Heck	One-on-one sp ed aide	\$ 7.49	6.75	\$ 9,680.61
Joann Hoch	Head Cook	\$ 10.90	7	\$ 14,117.68
Mike Kennedy	Elem Custodian	\$ 8.64	8	\$ 12,781.28
Kati Lankford	One-on-one sp ed aide	\$ 6.20	6.75	\$ 8,429.74
Janon Lee	Elem Kitchen	\$ 7.49	7	\$ 10,039.15
Margaret Murr	Elementary Secretary	\$ 12.34	7	\$ 18,331.43
Carol Putz	Custodian	\$ 10.05	8	\$ 14,871.40
Ed Putz	Custodian	\$ 9.15	8	\$ 18,747.72
Jaime Reed	Head Cook-Elem	\$ 8.77	7.5	\$ 12,165.71
Lisa Riebhoff	K-6 Aide Other	\$ 7.49	6.75	\$ 9,680.61
Melissa Ripperger	K-12 Aide Other	\$ 7.49	6.75	\$ 9,680.61
Sarah Robbins	HS one-on-one	\$ 6.20	6.75	\$ 8,429.74
Kristi Rogers	Special Ed Aide-HS	\$ 7.68	6.75	\$ 9,591.60
Michelle Slinkard	One-on-one sp ed aide	\$ 6.55	6.75	\$ 8,639.54
Linda Snook	One-on-one sp ed aide	\$ 6.87	6.75	\$ 9,155.28
Teresa Stull	HS Secretary	\$ 11.03	7.5	\$ 16,936.82
Teresa Williams	One-on-one sp ed aide	\$ 6.74	6.75	\$ 9,076.83
Kelli Wilson	One-on-one sp ed aide	\$ 6.91	6.75	\$ 9,179.42

## Appendix B

Beginning in July of 2007-08

Substitutes and Supplemental rates

**Activity Rate = \$9.43**

**Substitute Bus Driver = \$47.51/day**

**Substitute Para, Cook, Custodian (does not require a license) = \$7.25**

**Summer Maintenance:**

Mowing \$8.50/hr.

Stan Bingham \$9.02/hr.

Students Minimum Wage